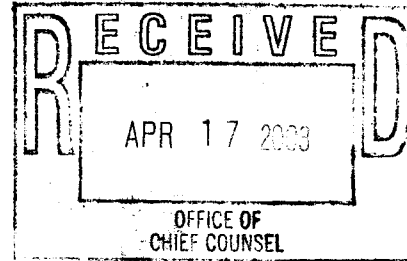


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11 Attorneys for the People of the State of California, by and through  
the District Attorney of Humboldt County, the California Regional  
12 Water Quality Control Board, North Coast Region, and the  
California Department of Fish and Game  
13

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF HUMBOLDT**

16 People of the State of California, by and  
through the District Attorney of  
17 Humboldt County, the California  
Regional Water Quality Control Board,  
18 North Coast Region, and the California  
Department of Fish and Game,

Case No. CV-

**STIPULATED JUDGMENT**

19 **Plaintiffs,**

20 **v.**

21 **Sierra Pacific Industries, Inc.;**  
22 **A.A. Emmerson; Gordie Amos; and**  
23 **DOES One through Ten,**

24 **Defendants.**

25 This Stipulated Final Judgment ("Stipulated Judgment") is entered into by and  
26 between Plaintiffs, the People of the State of California, by and through the District Attorney of  
27 Humboldt County, the California Regional Water Quality Control Board, North Coast Region,  
28

1 and the California Department of Fish and Game, and Defendants, Sierra Pacific Industries, Inc.  
2 A.A. Emerson and Gordie Amos.

### 3 RECITALS

4 A. The District Attorney of Humboldt County is authorized by Fish and Game Code  
5 Section 5650.1, Health and Safety code sections 25181 and 25182 and sections 17204 and 17206  
6 of the Business and Professions Code to bring this action in the public interest in the name of the  
7 People of the State of California. The California Department of Fish and Game (hereinafter  
8 "DFG") is the agency of the State of California charged under California Fish and Game Code  
9 section 702 with administering and enforcing the Fish and Game Code and holds the state's fish  
10 and wildlife resources in trust for the People of the State of California pursuant to Fish and Game  
11 Code section 711.7 and 1802. The Regional Water Quality Control Board, North Coast Region  
12 (hereinafter "RWQCB") is a public agency of the State of California established and authorized  
13 by the Porter-Cologne Water Quality Act, Water Code sections 13000 et seq. to coordinate and  
14 control water quality in the North Coast Region (Water Code section 12001) and is responsible  
15 for the administration of the Porter-Cologne Water Quality Control Act, Division 7 of the Water  
16 Code, section 13000 et seq., for the North Coast Region of California.

17 B. In May, 2003, Plaintiffs filed a complaint for preliminary and permanent  
18 injunctive relief, civil penalties and damages pursuant to Fish and Game Code sections 2014,  
19 5650, and 12016, Water Code section 13000 *et seq.*, Health and Safety Code section 25100 *et*  
20 *seq.*, Civil Code section 3494, Government Code section 26528, and Business and Professions  
21 Code section 17200 *et seq.* against Defendants, as the owners and/or operators of a sawmill  
22 facility located on the west bank of the Mad River Slough near its confluence with Humboldt  
23 Bay, California ("Arcata Mill"), alleging violations of the prohibitions on discharges or releases  
24 to waters of the State, violations of permit requirements and damage to the natural resources.  
25 The complaint alleges that Defendants violated provisions of the Fish and Game Code, Water  
26 Code, Health and Safety Code, and other statutes by unlawfully discharging sawdust, petroleum  
27 and petroleum by-products, pentachlorophenol ("PCP"), tetrachlorophenol ("TCP") and their  
28

1 associated by-products, metals including zinc and copper and other pollutants or substances  
2 associated with operations at the Arcata Mill facility, and requests injunctive relief, penalties and  
3 damages against Defendants.

4 C. After arms-length negotiations, Plaintiffs and Defendants have reached and  
5 entered into a settlement agreement by way of this Stipulated Judgment. The parties believe this  
6 Stipulated Judgment has been negotiated in good faith and that it is fair and reasonable.  
7 Plaintiffs believe that this settlement is in the best interests of the people of the State of  
8 California.

9 **TERMS**

10 THEREFORE, Plaintiffs and Defendants, through their counsel, stipulate as  
11 follows:

12 1. Jurisdiction

13 This Court has jurisdiction over the subject matter of this action and the parties to  
14 this Stipulated Judgment.

15 2. Limited Admission of Liability

16 Defendants do not admit any of the violations set forth in this Stipulated  
17 Judgment, except for the sole purpose of establishing a repeat violation in any subsequent action  
18 or administrative proceeding brought by any prosecuting or regulatory agency, including but not  
19 limited to evaluating a permit application.

20 3. Monetary Settlement

21 Defendants shall be jointly and severally obligated to pay the sums set forth below  
22 within ten (10) business days of entry of judgment, in a total amount of \$800,000 as follows:

23 (a) \$100,000 as civil liability pursuant to Water Code section 13385, made  
24 payable to "State Water Resources Control Board, Cleanup and Abatement Account." The

25 ///

26 ///

27 ///

1 payment shall be hand delivered or sent by certified mail to:

2 State Water Resources Control Board  
3 Office of Chief Counsel  
4 ATTN: Erik Spiess, Staff Counsel  
5 1001 I Street, 22nd Floor [95814]  
6 P.O. Box 100  
7 Sacramento, CA 95812

8 (b) \$200,000 in costs and fees including attorney's fees, made payable to the  
9 "California Department of Fish and Game, Wildlife Pollution Account created pursuant to Fish  
10 and Game Code Section 13010." The payment shall be hand delivered or sent by certified mail  
11 to:

12 The Department of Fish and Game  
13 Office of Spill Prevention and Response  
14 ATTN: Wendy Johnson, Staff Counsel  
15 1700 K Street, Suite 250  
16 Sacramento, CA 95814

17 (c) \$500,000 payable to the "National Fish and Wildlife Foundation,  
18 Environmental Trust for Habitat and Incident-Specific Restoration Projects" for use in Humboldt  
19 Bay incident- specific wetlands restoration and/or enhancement projects, including reasonable  
20 cost of monitoring and oversight, as determined by DFG pursuant to the Memorandum of  
21 Agreement between the California Department of Fish and Game and the National Fish and  
22 Wildlife Foundation to Establish Trust for Habitat and Incident-Specific Restoration Projects.  
23 The payment shall be hand delivered or sent by certified mail to:

24 The Department of Fish and Game  
25 Office of Spill Prevention and Response  
26 ATTN: Wendy Johnson, Staff Counsel  
27 1700 K Street, Suite 250  
28 Sacramento, CA 95814

4. Method of Payment

Payments required by Paragraph 3, above, shall be by certified check, cashiers  
check or money order made payable as designated in paragraph 3, above, and shall be delivered  
within (10) business days of entry of judgment to the entities designated in paragraph 3, above.

///

1           5.     Effect of Untimely Payment

2           In the event any or all the payments specified in paragraph 3 are not timely  
3 received by the entities indicated in paragraph 3, Plaintiffs' counsel shall be authorized to make  
4 application to the Court to amend the judgment to reflect that an additional penalty of \$100,000  
5 shall be added to the judgment amount. The application to the Court shall be by way of written  
6 declaration which shall specify that payment was not timely received and which shall state that  
7 written notice of Plaintiffs' failure to timely receive the payment was sent, via facsimile, to  
8 Defendants' counsel, David Dun at Dun & Martinek, 2313 I Street, Eureka, CA 95502, fax no.  
9 707 442-9251, and that five (5) business days have elapsed since said notice was sent and that  
10 payment has not been received. Upon application setting forth the failure to receive payment  
11 after five (5) business days written notice, Defendants shall have the opportunity to file a  
12 memorandum and declaration in opposition to the application within ten (10) business days of  
13 receipt of the application. In the event that the Court determines that the payment was not  
14 timely, Plaintiff shall be entitled to have a judgment entered in the amount of \$900,000, against  
15 Defendants as a joint and several liability, less any credit given to Defendants for all payments  
16 actually received. Defendants expressly acknowledge that Plaintiffs' right to enter judgment in  
17 the greater amount of \$900,000, rather than the settlement amount of \$800,000, is intended to  
18 provide an incentive for all payments to be made timely, and as a penalty for the failure to make  
19 any and all payments when due.

20           6.     Injunctive Relief

21           A.     The injunctive provisions of this Stipulated Judgment relate exclusively to  
22 the Arcata Mill and are applicable to Defendants, their subsidiaries, and divisions, and any agent,  
23 employee, representative and all persons, corporations, or other entities acting by, through,  
24 under, or on behalf of Defendants and all persons in concert with or participating with said  
25 Defendants with actual or constructive knowledge of this injunction, within the State of  
26 California.

27     ///

1 B. Copies of this Stipulated Judgment shall be given to all Defendants'  
2 officers and managerial and supervisory employees at the Arcata Mill within 30 business days  
3 from the date this Judgment is entered. A copy of this Stipulated Judgment shall be made  
4 available to any and all employees upon request.

5 C. The injunctive provisions of this Stipulated Judgment derive from the  
6 Court's equitable authority, Fish and Game Code section 5650.1, Water Code section 13000 et  
7 seq., Health and Safety Code section 25181, and Business and Professions Code section 17203.

8 D. Except as expressly authorized pursuant to, and in compliance with, the  
9 terms and conditions of a waste discharge requirement pursuant to Water Code section 13263, a  
10 waiver issued pursuant to Water Code section 13269(a), or a water quality certification pursuant  
11 to Water Code section 13160, Defendants are permanently restrained and enjoined from  
12 depositing, permitting to pass into, or placing where it can pass into the waters of the State any  
13 substance or material deleterious to fish, plant life, or bird life including but not limited to:  
14 sawdust, petroleum and petroleum by-products, PCP and TCP and their associated by-products,  
15 metals including zinc and copper, and thermal discharges. Plaintiffs agree not to seek contempt  
16 sanctions against Defendants for discharges of PCP and TCP and their associated by-products,  
17 discharged during the period Defendants are meeting the requirements of paragraph 6.F.1, as  
18 long as Defendants are in compliance with all applicable orders issued by the RWQCB to  
19 paragraph 6.E..

20 E. Defendants are mandated to comply with all waste discharge requirements,  
21 waivers, water quality certifications, administrative orders, decisions, and directives previously  
22 issued or issued in the future by the RWQCB or the State Water Quality Control Board except to  
23 the extent those orders are legally invalidated by an administrative agency or court of competent  
24 jurisdiction. A dispute by Defendants concerning such orders, decisions or directives shall be  
25 exclusively resolved by seeking administrative and court review pursuant to Water Code sections  
26 13320, 13321 and 13330.

27 ///

1 F. In addition, defendants are mandated to implement the following actions  
2 to the satisfaction of the RWQCB:

3 1. Defendants are mandated to clean up and abate the effects of waste  
4 that is the subject matter of this lawsuit, they have (1) discharged or are discharging into waters  
5 of the State, including but not limited to, Mad River Slough and Arcata and Humboldt Bays, or  
6 (2) caused or permitted, are causing or permitting, or threaten to cause or permit to be discharged  
7 or deposited where it is, or probably will be, discharged into waters of the State, including but  
8 not limited to, Mad River Slough and Arcata and Humboldt Bays.

9 2. Construct a pond and a conveyance system as depicted on  
10 Attachment 2 to Order No. R1-2002-0042 to control non-stormwater discharges from the log  
11 deck to waters of the State no later than October 1, 2003.

12 3. Install a cover or roof over the ash storage pile and a drainage  
13 system to prevent the ash storage pile from contacting stormwater no later than July 1, 2003.

14 4. Replace or repair leaking roof on the kiln building and dry storage  
15 shed to prevent stormwater from entering the kiln building and dry storage shed no later than  
16 July 1, 2003.

17 5. Clean up woody debris, including bark, wood chips, and sawdust,  
18 discharged to the east of the block wall barrier at the Arcata Mill onto and near the bank of Mad  
19 River Slough no later than July 1, 2003.

20 G. Defendants shall pay all RWQCB costs for administration and  
21 enforcement of applicable water quality laws. Those costs shall include costs of overseeing  
22 cleanup by Defendants of waste and abatement of the effects of waste as set forth in Paragraphs  
23 6D-6F. Defendants shall promptly pay invoices for such oversight costs in accordance with the  
24 terms specified on the billing invoices.

25 7. Extension Requests

26 If Defendants are unable to perform any activity or submit any document or data  
27 within the time required under this Stipulated Judgment, the Defendants may, prior to expiration  
28

1 of the time, request an extension of time in writing. The extension request shall include a  
2 justification for the delay. The extension request must be received by the RWQCB in sufficient  
3 time to allow the RWQCB to review and act on the request prior to expiration of the time the  
4 activity or submittal is due.

5 8. Extension Approvals

6 If the RWQCB determines that good cause exists for an extension, and that the  
7 requested extension will not otherwise endanger the health or welfare of people on or near the  
8 site, or the environment, it may grant the request and specify in writing a new compliance  
9 schedule.

10 9. Additional Penalty for Failure to Perform

11 If the Defendants fail to timely perform the tasks required in Paragraphs 6F2  
12 through 6F5, Plaintiffs shall be entitled to an additional penalty \$25,000 for each task Defendants  
13 fail to timely perform. Plaintiffs' counsel shall be authorized to make application to the Court to  
14 amend the judgment to reflect that the additional penalty shall be added to the judgment amount.  
15 The application to the Court shall be by way of written declaration which shall specify the task(s)  
16 that were not timely performed and the facts and circumstances regarding such failure to timely  
17 perform. Defendants shall have the opportunity to file a memorandum and declaration in  
18 opposition to the application within ten (10) business days of receipt of the application. In the  
19 event that the Court determines that the Defendants failed to perform a task in a timely manner,  
20 the judgment shall be amended accordingly to include the additional penalty of \$ 25,000 for each  
21 task the Defendants failed to timely perform.

22 10. Submittals

23 All submittals from Defendants pursuant to this Stipulated Judgment shall be sent  
24 to:

25 California Regional Water Quality Control Board, North Coast Region  
26 ATTN: Executive Officer  
27 5550 Skylane Boulevard, Suite A  
28 Santa Rosa, CA 95403



1 All approvals and decisions of the RWQCB made regarding submittals, if any,  
2 shall be communicated to Defendants in writing by the RWQCB Executive Officer. No informal  
3 advice, guidance, suggestions, or comments by the RWQCB regarding reports, plans, schedules,  
4 or any other writing by Defendants shall be construed to relieve Defendants of its obligations to  
5 obtain such formal approvals as may be required.

6 11. Communications

7 The contacts for all communications regarding this Stipulated Judgment are:

8 David Dun  
9 Dun & Martinek,  
2313 I Street  
10 Eureka, CA 95502  
fax no. 707 442-9251

11 President  
12 Sierra Pacific Industries  
P.O. Box 496028  
13 Redding, CA 96049-6028  
fax no. 530 378-8109

14 for Defendants.

15 California Regional Water Quality Control Board, North Coast Region  
16 ATTN: Executive Officer  
5550 Skylane Boulevard, Suite A  
17 Santa Rosa, CA 95403

18 for RWQCB.

19 12. Site Access

20 Access to the site shall be provided at all reasonable times to employees,  
21 contractors, and consultants of the RWQCB, and any agency having jurisdiction over the site.  
22 Nothing in this Stipulated Judgment is intended to limit in any way the right of entry or  
23 inspection that any agency may otherwise have by operation of any law. The RWQCB and its  
24 authorized representatives may enter and move freely about all property at the site at all  
25 reasonable times for purposes including but not limited to: inspecting records, operating logs,  
26 and contracts relating to the site; reviewing the progress of Defendants in carrying out the terms  
27 of this Stipulated Judgment; and conducting such tests or collections of samples for testing as the  
28

1 RWQCB may deem necessary. Defendants shall permit such persons to inspect and copy all  
2 records, documents, and other writings, including all sampling and monitoring data, in any way  
3 pertaining to work undertaken pursuant to this Stipulated Judgment.

4 13. Sampling, Data, and Document Availability

5 Defendants shall permit the RWQCB and its authorized representatives to inspect  
6 and copy all sampling, testing, monitoring, and other data generated by Defendants or on  
7 Defendants' behalf in any way pertaining to work undertaken pursuant to this Stipulated  
8 Judgment. Defendants shall allow the RWQCB and its authorized representatives to take  
9 duplicates of any samples collected by Defendants pursuant to this Stipulated Judgment.  
10 Defendants shall maintain a central depository of the data, reports, and other documents prepared  
11 pursuant to this Stipulated Judgment. Defendants shall notify the RWQCB contact listed in  
12 Paragraph 10 of the location of the central depository. All such data, reports, and other  
13 documents shall be preserved by Defendants for a minimum of six years after the conclusion of  
14 all activities under this Stipulated Judgment. If the RWQCB requests that some or all of these  
15 documents be preserved for a longer period of time, Defendants shall either comply with the  
16 request, deliver the documents to the RWQCB, or permit the RWQCB to copy the documents  
17 prior to destruction. Defendants shall notify the RWQCB in writing at least six months prior to  
18 destroying any documents prepared pursuant to this Stipulated Judgment.

19 14. Incorporation of Plans and Reports

20 All plans, schedules, and reports that require RWQCB approval and are submitted  
21 by Defendants pursuant to this Stipulated Judgment are incorporated into this Stipulated  
22 Judgment upon approval by the RWQCB.

23 15. Indemnification

24 Defendants shall indemnify, save and hold harmless Plaintiffs and the State of  
25 California, including each and every constituent agency, board, department, office, commission,  
26 fund or other entity thereof, as well as all past, present or future political subdivisions, officers,  
27 agents, directors, employees, contractors, subcontractors, attorneys, representatives,  
28

1 predecessors-in-interest, and successors and assigns of each and every constituent of the State of  
2 California ("Indemnified Parties") for or from any and all claims or causes of action, of every  
3 kind and nature whatsoever, in law and in equity, whether known or unknown, suspected or  
4 unsuspected, foreseen or unforeseen, arising from, or on account of acts or omissions of  
5 Defendants, or related parties specified in paragraph 16, in carrying out activities pursuant to this  
6 Stipulated Judgment. In addition, Defendants shall pay the Indemnified Parties all costs incurred  
7 including, but not limited to, attorneys fees and other expenses of litigation and settlement,  
8 arising from, or on account of acts or omissions of Defendants, or related parties specified in  
9 Paragraph 16, in carrying out activities pursuant to this Stipulated Judgment.

10 16. Scope of Stipulated Judgment

11 This Stipulated Judgment shall apply to and be binding upon Defendants and their  
12 officers, directors, agents, receivers, trustees, successors, and assignees, including but not  
13 limited to individuals, and subsidiary and parent corporations, and upon Plaintiffs and any  
14 successor agencies that may have responsibility for and jurisdiction over the subject matter of  
15 this Stipulated Judgment.

16 17. Stipulated Judgment Does Not Bind Any Other Agency

17 This Stipulated Judgment is made and entered into by and on behalf of the District  
18 Attorney of Humboldt County, the RWQCB and the DFG only. Furthermore, except as  
19 expressly provided in this Stipulated Judgment, nothing in this Stipulated Judgment is intended  
20 or shall be construed to preclude any state, local, or federal agency, board, department, office,  
21 commission, or entity from exercising its authority under any law, statute, regulation, or  
22 ordinance.

23 18. Defendants' Release of Plaintiffs and the State of California

24 Upon the effective date of this Stipulated Judgment, and except as provided in  
25 Paragraph 16, Defendants shall and do release, discharge and covenant not to sue Plaintiffs and  
26 the State of California, including each and every constituent agency, board, department, office,  
27 commission, fund or other entity thereof, as well as all past, present and future political  
28

1 subdivisions, officers, agents, directors, employees, contractors, subcontractors, attorneys,  
2 representatives, predecessors-in-interest, and successors and assigns of each and every  
3 constituent of the State of California, for any and all claims or causes of action, of every kind and  
4 nature whatsoever, in law and in equity, whether known or unknown, suspected or unsuspected,  
5 foreseen or unforeseen, which arise out of or are related to this action.

6 19. Plaintiffs' Release of Defendants

7 Except as provided in Paragraph 20, Plaintiffs shall and do release, discharge and  
8 covenant not to sue or take administrative action against Defendants for matters covered.  
9 "Matters covered" are the causes of action in the Complaint in this matter alleging unlawful  
10 discharges of sawdust, petroleum and petroleum by-products, pentachlorophenol ("PCP") and  
11 tetrachlorophenol ("TCP") and related contaminants, metals including zinc and copper and other  
12 pollutants or substances associated with operations at the Arcata Mill facility up to the date of the  
13 filing of the complaint and shall become effective only upon the occurrence of both of the  
14 following: (1) completion by Defendants, to Plaintiffs' satisfaction, of the activities required by  
15 this Stipulated Judgment, and (2) all payments to be made by the Defendants pursuant to this  
16 Stipulated Judgment. This covenant not to sue shall not act to release from liability any person  
17 or entity other than Defendants.

18 20. Reservation of Rights

19 Plaintiffs, on the one hand, and Defendants, on the other hand, reserve their  
20 respective rights to initiate judicial or administrative action against each other for any matter not  
21 released by this Stipulated Judgment. Nothing in this Stipulated Judgment shall constitute or be  
22 construed as a satisfaction or release from liability for any conditions or claims arising as a result  
23 of past, current, or future operations or activities of Defendants that are not matters covered by  
24 this Stipulated Judgment. Nothing herein is intended or shall be construed as a waiver of  
25 Plaintiffs' right to institute an action to compel compliance with this Stipulated Judgment and  
26 any and all orders, decisions and directives previously issued or issued in the future by the  
27 RWQCB with respect to . In addition, nothing in this Stipulated Judgment is intended or shall be  
28

1 construed to preclude Plaintiffs from exercising their authority under any statute, regulation,  
2 ordinance, or other law.

3 21. Jurisdiction, Interpretation

4 This Court shall retain jurisdiction to interpret, modify and enforce the terms and  
5 conditions of this Stipulated Judgment. This Stipulated Judgment shall be deemed to have been  
6 drafted equally by the parties, and shall not be interpreted for or against any party on the ground  
7 that any such party drafted it. This Stipulated Judgment shall be governed by and construed in  
8 accordance with the laws of the State of California.

9 22. Integration

10 This Stipulated Judgment contains all of the terms and conditions agreed upon by  
11 the parties relating to the matters covered by this Stipulated Judgment, and supersedes any and  
12 all prior and contemporaneous agreements, negotiations, correspondence, understandings, and  
13 communications of the parties, whether oral or written, respecting the matters covered by this  
14 Stipulated Judgment. This Stipulated Judgment may be amended or modified only by a writing  
15 signed by the parties or their authorized representatives, and then by order of the Court.

16 23. Knowing, Voluntary Agreement

17 Each party to this Stipulated Judgment acknowledges that it has been represented  
18 by legal counsel, and that each party has reviewed, and has had the benefit of legal counsel's  
19 advice concerning, all of the terms and conditions of this Stipulated Judgment.

20 24. Authority to Execute

21 Each party to this Stipulated Judgment represents and warrants that the person  
22 who has signed this Stipulated Judgment on its behalf is duly authorized to enter into this  
23 Stipulated Judgment, and to bind that party to the terms and conditions of this Stipulated  
24 Judgment. The parties designate the following persons to act on their behalf in the  
25 administration of this Stipulated Judgment:

26 A. Where this Stipulated Judgment refers to "RWQCB," it shall be construed  
27 to mean the RWQCB, the RWQCB Executive Officer, or RWQCB employee delegated to act on  
28

1 ///

2 behalf of the Executive Officer. Evidence of the delegation of this authority shall be an official  
3 memorandum endorsed by the Executive Officer as presently set forth and as modified from time  
4 to time.

5 25. Parties to Bear Their Own Legal Costs and Attorneys Fees

6 Except as provided in Paragraphs 3.(b), 6.G and 15, each party to this Stipulated  
7 Judgment shall bear its own respective legal costs and attorneys' fees in connection with this  
8 matter, including costs and fees associated with negotiating and seeking court approval of this  
9 Stipulated Judgment, and with actions brought to enforce the terms of this Stipulated Judgment  
10 or to declare rights hereunder.

11 26. Counterparts

12 This Stipulated Judgment may be executed by the parties in counterpart originals  
13 with the same force and effect as if fully and simultaneously executed as a single, original  
14 document.

15 27. Waiver of Appeal Right; Reservation of Right to Appeal Collateral Orders

16 The parties agree to waive their right to appeal from this Stipulated Judgment.  
17 Nothing in this Stipulated Judgment shall be construed as a waiver of any party's right to appeal  
18 from an order of court that arises from an action to enforce the terms of this Stipulated Judgment.

19 28. Effective Date

20 The effective date of this Stipulated Judgment shall be the date that it is signed by  
21 the Judge of the Superior Court.

22 29. No Third Party Benefits

23 This Stipulated Judgment is made for the sole benefit of the parties, and no other  
24 person or entity shall have any rights or remedies under or by reason of this Stipulated Judgment,  
25 unless otherwise expressly provided for herein.

26 30. Violation of Stipulated Judgment Separate From and Cumulative To Remedies  
27 Provided In Existing Law  
28

1 The duties imposed on Defendants by this Stipulated Judgment shall be construed  
2 to be requirements of the RWQCB, the DFG and the District Attorney of Humboldt County  
3 issued pursuant to the Fish and Game Code, the Water Code and the Health and Safety Code and  
4 the Business and Professions Code. Any penalty incurred or relief issued based on a violation of  
5 this Stipulated Judgment is cumulative to the remedies or penalties available under all other  
6 applicable laws, and shall not be construed to prevent a separate action for relief for the same  
7 conduct under any relevant provision of law.

8 **IT IS SO STIPULATED.**

9 Dated: PAUL GALLEGOS, District Attorney  
10 of the County of Humboldt

11  
12 By: \_\_\_\_\_  
13 PAUL HAGEN  
14 Deputy District Attorney  
15 Attorneys for the People of the State of California

16 SIERRA PACIFIC INDUSTRIES, INC.

17 Dated: \_\_\_\_\_  
18 A.A. EMERSON,  
19 President and Chief Executive Officer

20 Dated: \_\_\_\_\_  
21 By: \_\_\_\_\_  
22 A.A. EMERSON

23 Dated: \_\_\_\_\_  
24 By: \_\_\_\_\_  
25 GORDIE AMOS

26 Dated: CALIFORNIA REGIONAL WATER QUALITY  
27 CONTROL BOARD, NORTH COAST REGION

28 By: \_\_\_\_\_  
Executive Officer

1 The duties imposed on Defendants by this Stipulated Judgment shall be construed  
2 to be requirements of the RWQCB, the DFG and the District Attorney of Humboldt County  
3 issued pursuant to the Fish and Game Code, the Water Code and the Health and Safety Code and  
4 the Business and Professions Code. Any penalty incurred or relief issued based on a violation of  
5 this Stipulated Judgment is cumulative to the remedies or penalties available under all other  
6 applicable laws, and shall not be construed to prevent a separate action for relief for the same  
7 conduct under any relevant provision of law.

8 **IT IS SO STIPULATED.**

9 Dated: PAUL GALLEGOS, District Attorney  
10 of the County of Humboldt

11  
12 By: PAUL HAGEN  
13 Deputy District Attorney  
14 Attorneys for the People of the State of California  
15 SIERRA PACIFIC INDUSTRIES, INC.

16 Dated: By: A.A. EMERSON,  
17 President and Chief Executive Officer

18 Dated: By: A.A. EMERSON

19 Dated: By:   
20 GORDIE AMOS

21 Dated: CALIFORNIA REGIONAL WATER QUALITY  
22 CONTROL BOARD, NORTH COAST REGION

23 By: Executive Officer



1 Dated:

CALIFORNIA DEPARTMENT OF FISH AND  
GAME

4 By:

CARLTON MOORE  
Interim Administrator,  
Office of Spill Prevention and Response

6 APPROVED AS TO FORM:

7 Dated:

TERI H. ASHBY  
Deputy Attorney General,  
Attorney for Plaintiffs, the People of the State of  
California, *ex rel.* the California Department of Fish  
and Game and the Regional Water Quality Control  
Board, North Coast Region

11 Dated:

4 / 10 / 03

DAVID DUN  
Attorney for Defendants, SIERRA PACIFIC  
INDUSTRIES, A.A. EMERSON and GORDIE  
AMOS

15 IT IS SO ORDERED, ADJUDGED AND DECREED:

16 Dated:

JUDGE OF THE SUPERIOR COURT